

Call for tender EEA/IAR/001/2001 Technical specifications

Support for work to be developed under EEA Annual Work Program item “scenarios and prospective analysis” for upcoming EEA State & Outlook Report(s) (2004)

1. Introduction

The European Environment Agency (EEA) has as its main duty to produce objective, reliable and comparable information for those concerned with framing, implementing and further developing European environmental policy, and for the wider European public.

The European Environment Agency’s 1999 Report “*Environment in the European Union at the Turn of the Century*” (SoE99) described future trends and prospects for socio-economic and sectoral aspects as well as for various environmental issues. These focused mainly on the EU’s current fifteen Member States, but additional information was given on Accession Countries¹ and other EEA Member Countries² to the extent that it was possible to cover these countries in a consistent approach.

Prospective analysis is to become an essential feature in future EEA reports as a result of COUNCIL REGULATION (EC) No 933/1999 of 29 April 1999 amending Regulation (EEC) No 1210/90 on the establishment of the European Environment Agency and the European environment information and observation network (see in particular Article 2) vi) at <http://org.eea.eu.int/documents/mandate.shtml>). Furthermore, as additional countries will join the EEA as members during the coming year³, particular attention is to be given to improving assessments of future trends for these countries.

The EEA is now initiating the prospective analysis work for the next State of the Environment and Outlook report to be published in 2004 (work title

¹ Bulgaria, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovak Republic, Slovenia

² Iceland, Norway, Liechtenstein

³ Bulgaria, Czech republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovak republic, Slovenia plus Cyprus, Malta and Turkey

EU2004). The preparation of the assessment of future trends will initially start with the development of building-blocks for this work and will also build on the work developing the reports, Environment Signal 2001, 2002 and Term 2001. During the next year the main focus of this work will be:

- a review and assessment of available socio-economic scenarios at European level
- the identification of main indicators
- the analysis of data flows (see Restricted call for Tender EEA/IAR/004R/2000:Dafia-II)
- an establishment of cross-links between sectoral and environmental issues.

1.1. Background for the Project

Information on future trends on the state of the environment is crucial for determining progress against targets set in legislation, and to devise, among others: a) whether current policy measures are to be expected to deliver the required improvements taking into account trends in external factors; b) whether additional policies might be considered as necessary to achieve the expected improvements; c) whether new policy needs are likely to emerge in uncovered areas.

Recently, as a preparation of the SoE99 report, the EEA, in collaboration with the Commission and their contractors, and with the contribution of the European Topic Centers, developed a consistent baseline scenario. The results were summarized in the relevant chapters of the SoE99 (accessible from the EEA home page). Short information on the process and models used for this exercise can be found in the introduction to the report (pages 15-18, Prospective Reporting Methodology). Further information on this subject can be found in the 'Guidelines for Data Collecting and Processing', part III 'Model characterisation', which can be downloaded from the same library. Results from an on-going project on covering all documentation of scenario/outlooks results used in SoE99 report will be available at the starting date of this project

Some of the points of departure for the development of future environmental trends will be:

- key questions based on policy objectives, as is being currently done in EEA's regular and sectoral reporting⁴
- the DPSIR assessment framework (and interlink ages) to identify causal links between the human activities (D) which impact on the issue (Pressures, State and Impacts) and the policy responses (R) (See figure 1 below).
- the use of key policy questions, the assessment framework and the EEA Indicators Typology to identify balanced sets of indicators to be selected, of both past developments and future trends (see figure 2 below).
- the cross-links between thematic indicators and sectoral indicators
- the socio-economic and sectoral scenarios/trends developed by, or agreed with the Commission for policy framing and economics evaluation purposes to feed

⁴ For good examples please see the reports *TERM 2000* and *Environmental Signal 2000* reports available at the EEA website.

the environmental models/processes that will have to produce environmental outlooks.

Figure 1: Assessment Framework

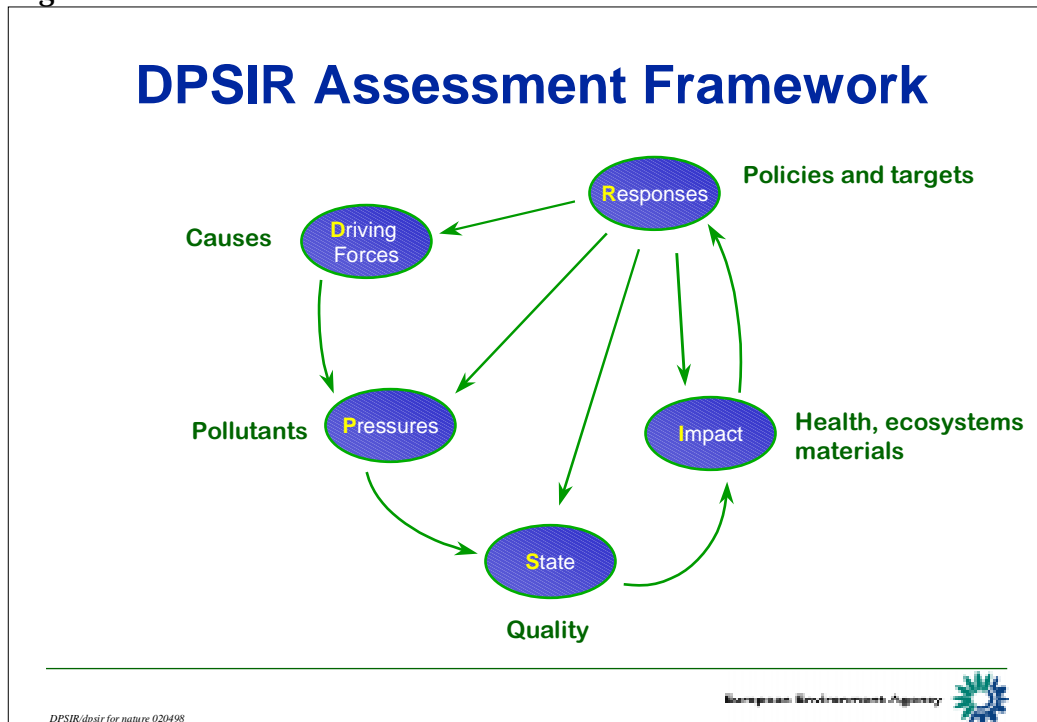


FIG 2 – INDICATORS TYPOLOGY

Types of Environmental Indicators:

Type A: “What is happening?”

e.g. ‘vehicle kilometres driven. ‘SO₂-emissions’ ‘water quality in lakes’, ‘environmental expenditures for air pollution abatement’.

Type B: “Does it matter?”

Indicators linked with some kind of reference value: like the critical load or carrying capacity concept, health standards, or policy targets.

Type C: “Are we improving our processes?”

Indicators showing the development of the “eco- efficiency” of production and consumption processes. Eg.energy use per unit of GDP; emission per vehicle km. kg building waste/family house’).

. The MIPS-(material intensity per service unit) concept is also an example of this type. Eg.‘total water use/liter beer’.

Type D: “Are we on the whole better off?”

Environmental sustainability . Eg.‘Green GDP’, or ‘Genuine savings’.

The report will attempt to cover socio-economic, sectoral and environmental issues as presented in the preliminary list below. The extent to which future trends will cover the issues mentioned will be object of further discussion within the EEA and its European Environment Information and Observation Network.

Preliminary List of Issues SoE Report(s)

- Socio-economy
- Transport
- Agriculture
- Energy
- Tourism
- Industry
- Households
- Air quality and ozone (stratospheric & tropospheric)
- Climate change
- Water stress
- Eutrophication
- Acidification
- Noise
- Biodiversity and landscapes
- Exposure to chemicals
- Health and environment
- Land and soil degradation
- Waste management

2. Purpose and contents of the work

The main objective of the work is to provide assistance to the EEA and the European Topic Centers (ETCs) in the preparation for the scenarios and outlooks to be included in future EEA regular reporting. The next State of the Environment and Outlook report of the EEA will be published in 2004 (SoE2004).

Future environmental trends will be developed for this report by the Agency, in close coordination with the Commission and member countries, and with important contributions from the European Topic Cooperation with international organizations (UNEP, UNECE, SOECD) is also involved.

The contractor will be required to provide assistance to the EEA in-house projects and to the work to be developed by the ETCs. This assistance concerns mainly the following tasks:

a) Review and assessment of available socio-economic and sectoral scenarios (driving forces).

This work should particularly focus on work being developed by the Commission⁵ (*e.g.*, *DG ENV*, *DG TREN*, *DG AGRI*, *ENTR*, *etc.*) but

⁵ See for example <http://www.shared-analysis.fhg.de/>

should also survey other sources at international and national level developing relevant European scenario work,⁶ covering both EU and non-EU countries, particularly EEA members. Specifically for air pollution and climate change, the results of a project performed in 2000 will be available at the starting date of this project (working title Integrated Assessment Methodologies).

Main gaps of information should be identified and proposals for complementary work should be done in close contact with relevant EEA Project Managers and with Commission officials. The review will cover EU15, Accession Countries and the other EEA Member Countries. Data and documentation gathered from this activity should be stored in a database, the format of which will be agreed upon with the EEA.

b) Contribution to the identification and selection of main indicators.

These indicators will be the key set of indicators to be used in EEA's regular reporting.

This task should cover both the driving forces and environmental issues; work will be done in close collaboration with relevant Project Managers at the EEA and in close collaboration with the concerned European Topic Centers. As a broad indication of the scope of the work provisional lists of the indicators used for SOE99, are given in tables II & III (see end of document). A thorough revision and streamlining, of these tables, is envisaged at an early stage of this study. The consultant will assist the appropriate project managers in this revision and

Close collaboration and frequent discussions with EEA Project Managers and discussion with European Topic Centers is essential for a proper development of this task.

c) Contribution to the identification of input needs (driving forces, pressures etc.) for development of future trends/outlooks through models in the various environmental issues.

This task should be closely coordinated with the project DAFIA II following identification of main indicators in task b). The DAFIA objectives are indicate, describe and analyse the data flows, needed to develop the indicators. The current project should apply the DAFIA output for the assessment of scenarios and outlooks to be used for future reporting.⁷

Close collaboration and frequent discussions with EEA Project Managers and discussion with European Topic Centers is essential for a proper development of this task.

The consultant is expected to have frequent meetings with relevant European Topic Centers both at EEA and at their premises.

⁶ A preliminary survey of scenarios and methodologies being developed at European level is currently being finalised and will be available at the beginning of this project.

⁷ Information about DAFIA has been made available in the EEA-website. For instructions to access this information see letter of invitation to tender.

d) Contribution to the identification of missing links and gaps

This task should use results from a), b) and c) as well as inputs from on-going discussions and projects at the EEA and respective ETCs, to identify missing links and groups.

The consultant will assist the project manager in this task.

- Within and across driving forces
- Between driving forces and environmental issues
- Within and across considered environmental issues.

e) Making proposals for how to go forward concerning missing links and information gaps.

Following the identification of missing links, and after thorough discussions with relevant institutions and EEA Project Managers, practical proposals should be made for overcoming the major gaps identified during the project, focusing mainly on the 2004 report.

3. Organisation and location of work

The work will be executed at EEA's premises (intra-*muros* consultant) due to need of frequent discussion with in-house staff and ETCs. Computer and communication facilities will be provided by the EEA.

4. Time schedule

The work should start within one month of signing the contract and be executed in discussion with the responsible EEA Project Manager over a period still to be defined at a later stage. Due to a number of uncertainties tenderers should submit offers for periods of 100, 150 and 200 man-days. A detailed CV of proposed in-house consultant is required.

5. Products and documents to be submitted under the contract

Within a month after signing the contract a work plan should be provided, containing a breakdown and planning of activities, as well as indicating relevant milestones during the project. Information on indicators should be properly documented on fact sheets, which format will be developed in collaboration with the EEA staff and will be agreed upon simultaneously with the work plan.

A progress report, covering mainly task a), b) and c) should be presented after 5 months of commencing date.

A final report covering all tasks, and including fact sheets for all indicators agreed upon, should be delivered at the end of the contract. All documents and data resulting from this project should be organised and stored in a database which format will be object of further discussion and agreement with the EEA.

6. Payment

- 30 % within 60 days of signing of the contract;
- 40 % within 60 days of acceptance of first update;
- 30 % within 60 days of acceptance of the final product.

In drawing up the bid, the tenderer should bear in mind the provisions of the standard contract (Annex I) and General Terms and Conditions Applicable to Contracts Awarded by the European Environment Agency (Annex III) attached to this Terms of Reference.

The tender must include all the information and documents required by the authorising department for the appraisal of tender on the basis of the award criteria set out at point 8 and the price in accordance with point 7.

7. Contract

The consultant that wins the bid will receive a service contract with duration of 12 months.

8. Prices

- Prices must be quoted in Euro using the conversion rates published in the C-series of the Official Journal of the European Communities on the day when the invitation to tender was sent out;
- Prices must be fixed amounts;
- Estimated travel and subsistence expenses must be indicated separately.

The consultant is expected to offer their services showing a budget for their activities, and stating daily rates according to the expertise and the level of experience.

The estimates of travel costs should be based on Annex IV of these specifications and include any travel required for meetings outside the EEA premises. Estimates should be based on about 2 missions per each 20 man-day proposed in order to cover meetings with ETCs, Commission officials, and eventually attendance of other ad-hoc meetings. In any event it should include the maximum amount of travel and subsistence expenses payable for the services provided. Travel costs will not be taken into account when awarding the contract.

9. Selection Criteria

Tenderers must provide evidence of their identity, financial and economic standing and professional and technical qualifications by means of the following documents:

- an identification sheet (name or business name, legal status, contact person, etc.). Please use Annex II;
- where applicable, references of inscription in the VAT-register;
- where applicable, references of inscription in the trade register;
- a statement of experience/expertise (particularly at European level) plus CVs of key personnel
- a detailed CV of proposed in-house consultant;
- a breakdown of expected costs.

10. Contract awarding criteria

The contract will be awarded to the tenderer whose offer is the most advantageous in this working area, taking into account the following criteria:

- good knowledge of and easy access to information sources at the European level, concerning socio-economic and sectoral scenarios;
- experience and expertise in environmental integrated assessment;
- understanding of the issue;
- competence of consultant proposed;
- price and quality – price will be considered in the award decision to determine the best value for money when selecting between technically comparable bids.

The EEA reserves the right to interview all the consultants who tendered.

Table I– Preliminary list of socio-economic and sectoral indicators (driving-forces)

General

- Development of land use changes: agriculture, forests, and infrastructure, urban, tourism
- Demography: (urban) population, households

Economy and industry

- Development of GDP
- Development private final consumption (breakdown to relevant categories)
- Development and trends of industrial production (selected sectors such as chemical, metal, paper)
- Development of the material intensity of the economy (metals and minerals use)

Transport

- Development of passenger road transport (volume, intensity, occupancy rates)
- Development of passengers transport modal split: cars, buses, rail, air, ferries and non-motorised
- Fleet size & composition
- Development of freight road transport
- Development of freight transport modal split: road, waterways, pipelines, air and rail, short sea shipping
- Development of transport prices (including taxes)
- Development of transport infrastructure and investments (e.g. TEN, TINA)

Energy

- Development of energy prices
- Development of gross inland energy consumption (GIEC)
- Sectoral net energy consumption: industry, households, transport, services, agriculture
- Development of GIEC by fuel (e.g. coal, gas, nuclear, sustainable sources)
- Development of energy intensity in the energy supply sector & all final energy consumption sectors
- Development of renewable energies in GIEC and in gross electricity consumption

Agriculture, forestry and fishery

- Development of livestock: cattle, pigs, poultry, sheep/goats; total and per hectare
- Development irrigated land as % of agricultural land
- Development of fertiliser use: N and P; total and per hectare
- Development of pesticide use; total and per hectare

- Development of round wood production
- Development of fish catches

Tourism

- Development of number of tourists (according WTO definition: overnight stays)

Water demand

- Water abstraction (breakdown to source and sector)
-

Table II Preliminary lists of environmental indicators

List to be taken from Technical Table II - Preliminary list of environmental indicators

Stratospheric ozone depletion

- Production and consumption of ozone-depleting substances (CFC-11 and CFC-12)
- Excess skin cancer incidence

Climate change

- Emissions of greenhouse gases (by sector, by pollutant)
- Change of greenhouse gas emissions (by country)
- Temperature change (global, Europe)
- Precipitation change (Europe)
- Sea level rise (global, Europe)

Air Pollution

- Contribution of ozone to climate change (global)
- Emissions of acidifying pollutants and ozone precursors (by sector, by pollutant)
- Change of acidifying pollutants and ozone precursors emissions (by country)
- Change of emissions of primary and secondary particulates (by sector, country)
- Exceedance days urban air pollution (particulates, ozone, nitrogen oxides, sulphur oxides)
- Change in areas with exceedances of critical loads (acidification/eutrophication)
- Urban population exposure to ozone (exceedances of targets)
- Exposure of crops and forests to ozone

Waste

- Municipal and industrial solid waste raisings
- Waste management fractions (land fill, composting, incineration, recycling)
- Waste recycling and re-use (in Annex 21, combined with 8.4)
- Generation of glass waste
- Generation of paper and cardboard waste
- Generation of municipal waste/household waste

Water

- Pressure-on-Biodiversity index
- Climate change effects upon 1492 plant species
- Effects of Eutrophication of Inland waters on Biodiversity
- Effects of Atmospheric deposition of Acidifying Pollutants on Biodiversity
- Effects of Nitrogen Deposition on Biodiversity
- Effects of Climate Change on Biodiversity
- Effects of Urban and Infrastructural development on biodiversity
- Effects of Agricultural Land Use Change on Biodiversity

Biodiversity

- Effects of Eutrophication of Inland waters on ecosystems
- Effects of Acidification on Biodiversity
- Effect of Fisheries on Biodiversity
- Effects of Climate Change on Biodiversity
- Effects of Urban and Infrastructural development on biodiversity
- Effects of Agricultural Land Use and practice Change on Biodiversity (forest included)
- Effects of tourism

Noise Road & AIR Traffic

-
- Exposure of population to Ldn levels exceeding 55 dB(A)
- Exposure of population to Ldn levels exceeding 65 dB(A)
- Exposure of population to Ldn levels exceeding 75 dB(A)
- Air traffic volumes, Number of PAX (passengers)
- PAX per European airport
- Population highly annoyed by, road, rail & air traffic

Soil

- Water erosion risk

ANNEXES

Annex I	Standard Service Contract
Annex II	Identification Sheet
Annex III	General Terms and Conditions Applicable to Contracts Awarded by the European Environment Agency
Annex IV	Reimbursement of Travel Expenses

SERVICE CONTRACT

CONTRACT REF No. XXXX/BXXXX.EEA.XXXX

The European Environment Agency, hereinafter called "the Agency", which, for the purposes of the signature of this contract is represented by Mr. Domingo JIMENEZ-BELTRAN, Executive Director of the Agency

on the one part

and

whose official address is:

VAT Nr :

represented by

hereinafter referred to as "the contractor"

of the other part

have agreed as follows :

Article 1 - Subject

In the framework of this contract, the contractor hereby undertakes, subject to the conditions laid down in this contract and the annexes thereto, which form an integral part thereof, to perform the following tasks :

-

The programme of work is set out in Annex I which, with the other annexes, forms an integral part of the contract.

Article 2 - Duration

This contract will take effect from the date of signature and will end months after the date of signature of the contract.

The task entrusted to the contractor shall be completed at the latest months after the date of signature of this contract.

Article 3 - Financial dispositions

1. In consideration of the services performed under this contract, the Agency shall pay to the contractor a maximum amount of **EUR** , **VAT excluded**.

It is agreed that the said amount shall cover all expenditure incurred by the contractor in the performance of this contract, including a maximum amount of **EUR** for travelling expenses.

Article 4 - Payment conditions

1. In derogation from article 10, paragraph 2 of the General Conditions applicable to contracts awarded by the European Environment Agency, this amount will be paid as follows:

FEES	EUR
EUR	payable within 60 days after presentation of an invoice, following the signature of the contract (30%) .
EUR	payable within 60 days after presentation of an invoice, and acceptance by the Agency of the 1st Interim report (40%) .
EUR	payable within 60 days after presentation of an invoice, and acceptance by the Agency of the Final report (30%) .

TRAVEL EXPENSES ¹	EUR (MAXIMUM)
EUR	payable within 60 days after presentation of one or several invoices with all supporting documents. <ul style="list-style-type: none"> • Reimbursements will be made in accordance with Annex IV of this contract (Reimbursement of travelling expenses). • Invoices for travelling expenses must be issued at the latest within two months after the expenses were incurred.

2. Payments shall be made within 60 days of receipt of the invoice and shall be deemed to have been made on the date on which they are debited to the Agency's account. All payments will be done upon presentation of an invoice.

The Agency may, however, after giving notice to the Contractor, defer payment if the services covered by the request for payment are contested by the Agency or if the vouchers in support of the invoice are incomplete. Where payment is so deferred, the Agency shall not be liable to pay interest or indemnities of any kind.

All requests for payment and any complaints shall be sent to the following address :

The European Environment Agency
 To the attention of: The Budget and Finance Department
 Kongens Nytorv 6
 DK - 1050 Copenhagen

The Agency shall be bound to comply with payment periods only if requests for payment are presented at the above address.

3. The payments shall be made to account no.

in the name of

with

bank identification code (BIC code):

¹ Only applicable if travel expenses have been incurred

Article 5 - General conditions and applicable law

1. This contract shall be governed by the General terms and conditions applicable to contracts awarded by the European Environment Agency as laid down in Annex III to this contract, which the contractor hereby declares to have read and agreed to.
2. This contract shall be subject to Danish law.
3. The Agency and such persons whom are authorised for this purpose by the Executive Director shall be entitled to carry out audits and controls, have access to all books, documents, papers, records and files kept by the Contractor relating to expenditure incurred in performing the contract during the contractual period and for a period of five years after such period.

Article 6 - Non-performance or delayed performance

1. Of any of the obligations arising from this contract, and regardless of the consequences provided for under the law applicable thereto, the beneficiary shall forthwith inform the Agency, with the relevant details, of any event that is liable to prejudice or delay the performance of this contract. The parties concerned shall agree together on the measures to be taken.
2. If no agreement can be reached concerning the delayed performance or/and the non-performance by the beneficiary the Agency may automatically terminate the contract without recourse to any legal proceedings, where no action is taken by the beneficiary within one month of receiving formal notice by registered letter.
3. Furthermore, without prejudice to such termination, the Agency may require reimbursement of all or a part of the amounts paid, having regard to the nature and the scale of the work carried out, before the date of termination of the contract, as well as the interest incurred on overdue payments at the rate in force on the exchange market in the country of the beneficiary or failing that, in Denmark, for three month's deposits in euros, starting the day when the amounts to be reimbursed were received by the beneficiary. The amount due shall be notified to the contractor by registered mail and reimbursed to the Agency within two months of the notification, failing which the rate of interest on the amounts to be reimbursed shall be raised by 2 % points.

Article 7 - Jurisdiction

Any dispute between the Agency and the contractor or any claim by one party against the other under this contract which cannot be settled by the contracting parties out of court, shall be brought before the Copenhagen courts.

Article 8 - Administrative provisions

1. Any amendment to this contract, the annexes thereto or the general terms and conditions applicable to contracts awarded by the European Environment Agency shall be the subject to a supplementary written agreement on the same terms as the contract; a verbal agreement shall not be binding on the contracting parties.
2. The reference number indicated on the first page of this contract as well as the subject of the contract mentioned in article 1 must be mentioned in all relevant reports. For all letters and financial documents with reference to the performance of this contract, only the reference number is compulsory.
3. Any communication with reference to the performance of this contract shall be in written form and shall be sent to the following address :

For the Agency:

EUROPEAN ENVIRONMENT AGENCY

For administrative and financial matters to the attention of :

The Budget and the Finance Department

For technical aspects only, to the attention of :

Kongens Nytorv 6
DK - 1050 Copenhagen K

For the contractor, to the attention of :

Article 9 - Tax

1. The Agency shall, in respect of its financial interest in the contract, be exempt from duties, levies and taxes, including value added tax, pursuant to Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and to the Headquarters Agreement between the European Environment Agency and the Government of Denmark of 17 August 1995.
2. The contractor **is/is not** subject to VAT The VAT number of the contractor is XXX.
3. The VAT number of the European Environment Agency is: **DK 18 13 98 39**.

For the purposes of the application of Article 3 and 4 of the said Protocol, the Contractor shall comply with instructions of the Agency.

Article 10 - Annexes

1. The following are annexes to this contract:

Annex I	Technical annex
Annex II	Reports and documents
Annex III	General terms and conditions applicable to contracts awarded by the European Environment Agency.
Annex IV	Reimbursement of travelling expenses ¹
Annex V	VAT exemption form

2. In case of conflict between dispositions of the annexes and those of the contract, dispositions of the contract will prevail.

Done at Copenhagen on
in three copies, in the English language.

For the contractor:

For the Agency:

D. JIMENEZ-BELTRAN
Executive Director

¹ Only applicable if travel expenses have been incurred

ANNEX II

INFORMATION REQUIRED FOR CONSULTING TASKS (per task)

Reference number: _____

Company name: _____

Address: _____

Telephone/fax: _____

Director: _____

Consultant(s): _____

VAT N°: _____

Bank details (address, _____

account no and BIC

code: _____

Stamp and signature: _____

**GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS AWARDED
BY THE EUROPEAN ENVIRONMENT AGENCY**

Article 1 - Performance of the contract

- (1) The contract shall be performed in such a way as to exclude the possibility of the Contractor or his staff supplying services under conditions identical to those governing the supply of services by a member of the European Environment Agency's staff. The Contractor and his staff may not be members of the European Environment Agency's staff.

Article 2 - Secondary obligations of the Contractors

- (1) The Contractor to the European Environment Agency undertakes to perform the tasks assigned to him according to the highest professional standards. In performance of the contract, the Contractor is required, depending on the circumstances, to use only his own highly qualified, professional staff.
- (2) The Contractor to the European Environment Agency undertakes to provide the Agency with any information it may request for the management of the contract. If the Contractor is a natural person, he shall be required to provide proof of his status either as a self-employed person or an employee for the duration of the contract. To this end, he shall provide the Agency with information about his occupation.
- (3) In the event of termination of the contract for one of the reasons referred to in Article 7 of these terms and conditions, the Contractor to the European Environment Agency shall undertake to send the Agency all information and documents in his possession on the tasks assigned to him.

Article 3 - Confidentiality

- (1) The Contractor undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention during the performance of the contract or any matter arising therefrom. He shall continue to be bound by this undertaking after the expiry of the contract.
- (2) If the Contractor uses his own staff in the performance of the contract, he shall obtain from each staff member a written undertaking that they will respect the confidentiality of any information brought to their attention during the performance of the work and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of their assignment. A copy of the undertaking shall be sent to the European Environment Agency.

Article 4 - Permits and licences

- (1) The Contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for the performance of the contract under the laws and regulations in force at the place where the tasks assigned to the Contractor are to be performed.
- (2) The European Environment Agency may terminate the contract without notice if the Contractor is unable, through his own fault, to obtain any permit or licence required for the performance of the contract.

Article 5 - Spread of risk

- (1) The Contractor shall not be entitled to payment if he is prevented by force majeure from performing the tasks assigned to him. Part performance only of any such task shall result in part payment. Provided it is specified in the contract, the above provisions shall not affect the Contractor's entitlement to reimbursement of travel and subsistence expenses and of costs for the shipment of equipment incurred in the performance of the contract.

Article 6 - Liability of the contracting parties

- (1) The European Environment Agency may not under any circumstances or for any reason whatsoever be held liable for damage sustained by the Contractor himself or by his staff during the performance of the contract. The European Environment Agency shall not accept any claim for compensation or repairs in respect of such damage.
- (2) Except in case of force majeure, the Contractor shall be required to indemnify the European Environment Agency for any damage they may sustain during the performance, poor or otherwise, of the contract.

Article 7 - Termination of contract

- (1) Each contracting party may, of his own volition and without being required to pay compensation, terminate the contract by serving formal notice two months in advance. If the contract is terminated by the European Environment Agency, the Contractor shall be entitled to payment for the part performance of the contract only.
- (2) In the event of a serious failure by the Contractor to the European Environment Agency, duly noted by the European Environment Agency, to fulfil his obligations under the contract, the contract may be terminated at any time by registered letter without formal notice or payment of any compensation whatsoever by the European Environment Agency. This provision shall not affect the application of Article 6(2) of these General Terms & Conditions.

Article 8 - Termination of the contract and services to third parties

- (1) The Contractor to the European Environment Agency shall not, without the prior and explicit approval of the European Environment Agency, assign the rights and obligations arising out of the contract in whole or in part or sub-contract any part of the contract to third parties.
- (2) Even where the European Environment Agency authorises the Contractor to sub-contract part or all of the work to third parties, he shall nonetheless remain bound by his obligations to the European Environment Agency under the contract.
- (3) Save where the European Environment Agency expressly authorises an exception, the Contractor shall be required to include in any sub-contracts for all or part of the work such provisions as enable the European Environment Agency to enjoy the same rights and guarantees in relation to the sub-contractors as it enjoys in relation to the Contractor himself.

Article 9 - Ownership

- (1) Any result or patent obtained by the Contractor in the performance of the contract shall belong to the European Environment Agency which may use them as it sees fit.
- (2) Copyright and any other rights of ownership in respect of manuscripts or parts thereof shall belong exclusively to the European Environment Agency except where copyright or other property rights already exist.
- (3) On the date of acceptance of the manuscripts and subject solely to the exception referred to in paragraph (2) above, all rights in respect of manuscripts, including amongst others the right to use, print, publish and sell all or part thereof in any manner and in any language whatsoever, shall be acquired by the European Environment Agency which may transfer all or part of such rights to third parties on its own terms.
- (4) The Contractor shall specify any parts of manuscripts, including illustrations, maps and graphs, in which copyright or any other right of ownership already exists and hereby affirms that he has obtained permission to use such parts from the titular holder(s) of such rights or from his or their legal representatives. Any cost for which the Contractor may become liable for such permission shall be paid by him. Save as otherwise provided for in paragraph (2), the Contractor hereby affirms that he is entitled to transfer the copyright or other rights of ownership in respect of the subject matter of the manuscript.
- (5) The European Environment Agency shall not be required to publish manuscripts or documents supplied in the performance of the contract. If it is decided not to publish the manuscripts or documents supplied, the Contractor shall not have them published elsewhere without the written approval of the European Environment Agency.

Article 10 - Methods of payment

- (1) Payments shall be made in EURO.
- (2) At the request of the Contractor, the Agency may pay him an advance equal to 30% of the amount due on completion of the contract. In addition to the requirement of the second paragraph of Article 45 of the Financial Regulation applicable to the Budget of the European Environment Agency, payment of the advance may be made conditional upon the furnishing by the Contractor of proof that he has lodged a deposit equal to the amount of the advance. The advance shall be deducted from subsequent payments in such a manner that it is fully recovered on exhaustion of the funds provided for such payments.
- (3) In the event of termination of the contract under Article 7 of these General Terms & Conditions, no payment shall be due except for services actually rendered up to the date of termination. In such an event, the amount due shall be calculated after deducting any payments already made. If the payments made prior to termination exceed the sum finally due, the additional amount shall be repaid by the Contractor to the European Environment Agency within 60 days of receipt of a request for repayment. If payment is not made within this period, the sum owed by the Contractor shall start to bear interest at the EURO rate applied by the European Monetary Co-operation Fund on the last day of the period allowed for repayment, as published in the C series of the Official Journal.
- (4) Reimbursable travel and subsistence expenses shall be paid, where appropriate, on production of supporting documents including receipts, used tickets and boarding pass.
- (5) Payments shall be made within 60 days of the due date.
- (6) The Contractor, whose registered office or place of abode shall be situated within the territory of one of the Member States of the European Environment Agency, shall be required to name a bank within the territory of his country of domicile for the payment of the sums due to him under the contract.

Article 11 - Provisions relating to taxation

- (1) If the tax laws to which he is subject require the Contractor to pay VAT on fees received under the contract, the amount of VAT shall be included in the sums paid by the Environment Agency in return for services rendered.
- (2) The Contractor shall be responsible for complying with the national tax laws applicable to him in respect of revenue received under the contract with the European Environment Agency.

(3) Tax laws:

For Belgium

Direct exemption for transactions of 5.000 Bfr or more. The invoices shall be marked "*Exemption from VAT, Article 42, Paragraph 3.3 of the Code, Circular No. 2/1978*".

For the Grand Duchy of Luxembourg

Services rendered in the Grand Duchy of Luxembourg for 10.000 Flux or more for official purposes of the European Environment Agency shall be granted exemption from Value Added Tax. The invoices shall be marked "*Articles 8 and 9 of the Regulation of the Grand Duchy of 19 December 1969, Article 47 of the law of 5 August 1969 (Recueil de Législation A - No. 66 of 24 December 1969)*".

For the Netherlands

Services rendered in the Netherlands for official purposes of the European Environment Agency shall be zero rated (cf. *Resolution of 14 March 1969 No. 69/1649 - Wet op de Omzetbelasting 1968*).

For Italy

Services rendered in Italy for 100.000 Lires or more inclusive of tax for official purposes of the European Environment Agency shall benefit from direct exemption. The invoices shall be marked "*Decrees of the President of the Republic No. 687 of 23 December 1974 - Italian Official Journal No. 338 of 28 December 1974 - and No. 288 of 2 July 1975 - Italian Official Journal No. 183 of 11 July 1975*".

For France

Services as referred to in Article 259B of the "Code général des Impôts" rendered outside France for official purposes of the European Environment Agency shall be granted exemption from Value Added Tax (note of the "*Ministère de l'Economie et des Finances of 29 July 1980, Official Bulletin - Direction Générale des Impôts, note No. 201 of 18 November 1980*").

For the other Member States

If the Contractor is required, under the fiscal laws to which he is subject, to pay VAT on the sums paid under this contract, the amount of the tax shall be included in the sum referred to in Article 4 of the contract.

The contractor shall, at the request of the European Environment Agency, make available to the latter all vouchers which it might require in order, where necessary, to apply for reimbursement by the fiscal authorities of levies and taxes which have been paid in execution of this contract, pursuant to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

Article 12 - Amendments or additions to the contract

- (1) The provisions of the contract and the annexes thereto may be amended or supplemented only by means of an additional agreement signed by each of the parties or their authorised representatives.
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REIMBURSEMENT OF TRAVEL EXPENSES

The reimbursement of travel & 'per diem' expenses occasioned by a convocation of a Contractor to the European Environment Agency is paid in Euro at the rate of exchange in force against the Euro for the month in which the liquidation is effected (rate from Infor Euro of the European Commission). All accounts must be in the currency in which they were paid.

a) Travel expenses

by train: First class fare (used ticket with claim),
 by air: Economy class where available (used ticket with claim),
 by car: The equivalent of 23 EURO per 100 kilometre.

b) Transfer of professional materials or non-accompanied luggage

Subject to prior approval by the Agency.

c) Daily allowance

The daily allowance payable shall be based on the mission allowances for Officials of the European Environment Agency in grades A4 to A8 and B multiplied by the number of days and half-days on the mission. These allowances are subject to periodic revision and the rate applied will be that operating on the date of the mission.

This daily allowance is to include **all** expenses relating to:

- accommodation;
- meals;
- local transport including taxis.

NOTES:

Taxis are not chargeable.

For information only:

The current daily allowances (from 28/VII/91) are as follows (*)

Belgium	:	4.690 BFR	Denmark	:	6.120 BFR
France	:	4.300 BFR	Germany	:	4.225 BFR
Greece	:	2.880 BFR	Ireland	:	5.235 BFR
Italy	:	5.615 BFR	Luxembourg	:	4.435 BFR
Netherlands	:	4.955 BFR	Portugal	:	4.150 BFR
Spain	:	5.230 BFR	United Kingdom:		5.755 BFR

(*) Rates are decreased with 25% when the mission exceeds 4 weeks.